

Exhibit 1

Plaintiff's Trial Witness List

Plaintiff's Trial Fact Witness List

Witness Name / Address / Phone No	Expected to Testify	Statement of Expected Testimony	Defendants' Objections
Boris Mirkin 1677 East 34th Street, Brooklyn, New York 11234 Phone: 718-851-0266	Case-in-chief	Formation of the Service Agreement.	
Susanna Mirkin 1677 East 34th Street, Brooklyn, New York 11234 Phone: 917-710-3390	Case-in-chief	Formation of the Service Agreement.	
Troy Chidester 17319 Hampton Trace Road, Huntersville, North Carolina 28078 Phone: 412-303-8311	Case-in-chief / impeachment or rebuttal	Breach of Service Agreement; XOOM's budgeting and rate setting process.	XOOM objects to any testimony regarding legal conclusions, including breach of the relevant contract. <i>See</i> Fed. R. Evid. 701. XOOM further objects that Mr. Chidester's testimony is irrelevant and cumulative because he was not on the pricing team that set variable rates and has no knowledge of how those variable rates were set. <i>See</i> Fed. R. Evid. 401, 402, 403. Any testimony regarding rate setting for fixed-rate products is irrelevant as more fully explained in XOOM's forthcoming motions in limine. <i>See id.</i>

Witness Name / Address / Phone No	Expected to Testify	Statement of Expected Testimony	Defendants' Objections
Andrew Coppola 13317 Banner Court Lane Huntersville, North Carolina 28078 Phone: 734-455-2387	Case-in-chief / impeachment or rebuttal	Breach of Service Agreement; XOOM's budgeting and rate setting process.	XOOM objects to any testimony regarding legal conclusions, including breach of the relevant contract. <i>See</i> Fed. R. Evid. 701.
Patricia Kulesa 289 Choate Ave Fort Mill, South Carolina 29708 Phone: 732-727-9373	Case-in-chief / impeachment or rebuttal	Breach of Service Agreement; XOOM's customer complaints; Service Agreement renewal; automatic conversion from fixed to variable rate plans.	XOOM objects to any testimony regarding legal conclusions, including breach of the relevant contract. <i>See</i> Fed. R. Evid. 701. XOOM further objects that Ms. Kulesa's testimony is irrelevant because she was not on the pricing team that set variable rates and has no knowledge of how those variable rates were set. <i>See</i> Fed. R. Evid. 401, 402, 403.

Witness Name / Address / Phone No	Expected to Testify	Statement of Expected Testimony	Defendants' Objections
<p>Jason Loehde 16112 Terry Lane Huntersville, North Carolina 28078 Phone: 949-300-8057</p>	<p>Case-in-chief / impeachment or rebuttal</p>	<p>Breach of Service Agreement; Service Agreement renewal; XOOM's budgeting and rate setting process; automatic conversion from fixed to variable rate plans.</p>	<p>XOOM objects to any testimony regarding legal conclusions, including breach of the relevant contract. <i>See</i> Fed. R. Evid. 701. XOOM further objects to any testimony regarding fixed-rate products, or the "conversion from fixed to variable," because it is irrelevant to the variable rate-setting at issue here and will confuse the jury. <i>See</i> Fed. R. Evid. 401, 402, 403. XOOM further objects to the extent Plaintiff intends to offer testimony regarding the interpretation of any contract through Mr. Loehde, who is a fact witness and cannot testify as to legal conclusions. <i>See</i> Fed. R. Evid. 701.</p>
<p>Ryan Park 18010 Zagranski Cedar Court, Cyprus, Texas 77433 Phone: 703-703-3778</p>	<p>Case-in-chief / impeachment or rebuttal</p>	<p>Breach of Service Agreement; XOOM's budgeting and rate setting process.</p>	<p>XOOM objects to any testimony regarding legal conclusions, including breach of the relevant contract. <i>See</i> Fed. R. Evid. 701.</p>
<p>Thomas Ulry 3800 Davis Drive Charlotte, North Carolina 28270 Phone: 614-899-6128</p>	<p>Case-in-chief / impeachment or rebuttal</p>	<p>Breach of Service Agreement; XOOM's budgeting and rate setting process.</p>	<p>XOOM objects to any testimony regarding legal conclusions, including breach of the relevant contract. <i>See</i> Fed. R. Evid. 701.</p>

Plaintiff's Trial Expert Witness List

Witness Name / Address / Phone No	Area of Expertise	Expected to Testify	Statement of Expected Testimony	Defendants' Objections
Seabron Adamson 89 Hammon Street Cambridge, Massachusetts 02138 Phone: 617-876-2126	Energy Industry; Energy Economics; ESCO Practices; Energy Markets Design and Analysis; Financial Analysis of Energy Sector Investments and Transactions; Renewable Energy Finance and Economics	Case-in-chief	Breach of Service Agreement; Defendants' Supply Costs and Variable Rates; Damages resulting from the Breach incurred by the named Plaintiff and the Class; Energy Markets; Deregulation; Regulatory Developments.	As will be more fully explained in XOOM's forthcoming <i>Daubert</i> motion, Plaintiff's expert testimony should be excluded in its entirety under Fed. R. Evid. 702 because it is not relevant, helpful to the jury, based on sufficient facts or data, the product of reliable principles and methods, or a reliable application of the principles and methods to the facts of the case.
David Coleman 71 Cutters Ridge Road Carlisle, Massachusetts 01741 Phone: 781-266-2600	Energy Industry; Energy Economics; ESCO Practices	Case-in-chief / impeachment or rebuttal	Breach of Service Agreement; Defendants' Supply Costs and Variable Rates; Energy Markets; Deregulation; Regulatory Developments.	XOOM objects to any testimony regarding legal conclusions, including breach of the relevant contract. <i>See</i> Fed. R. Evid. 701.

In addition to the foregoing specific objections, XOOM objects to any witness and testimony regarding legal conclusions; irrelevant fixed-rate products; irrelevant rates, costs, and margins set by other energy market participants; irrelevant contracts that do not contain the same terms as the Class Members' contracts; irrelevant other proceedings (including PSC proceedings); irrelevant legal authority not at issue here; and irrelevant third-parties such as XOOM's parent companies XOOM Energy Global Holdings LLC and NRG Energy, Inc. These objections are subject to and further explained in XOOM's forthcoming *in limine* motions. XOOM reserves the right to amend and update its objections until trial.

Plaintiff reserves the right to call any of XOOM's designated witnesses.